

ORDER FOR SUPPLIES OR SERVICES										PAGE 1 OF 14																																																													
1. CONTRACT PURCH ORDER/AGREEMENT NO. <div style="border: 1px solid black; padding: 2px;">DAAE20-03-P-0558</div>			2. DELIVERY ORDER/CALL NO.		3. DATE OF ORDER/CALL (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">2003OCT23</div>		4. REQUISITION/PURCH REQUEST NO. <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		5. PRIORITY <div style="border: 1px solid black; padding: 2px;">DOA5</div>																																																														
6. ISSUED BY TACOM-ROCK ISLAND AMSTA-LC-CFA-C MICHAEL WENDLAND (309)782-3225 ROCK ISLAND IL 61299-7630 EMAIL: WENDLANDM@RIA.ARMY.MIL			CODE <div style="border: 1px solid black; padding: 2px;">W52H09</div>		7. ADMINISTERED BY (If other than 6) <div style="border: 1px solid black; padding: 2px;">DCMA BIRMINGHAM BURGER PHILLIPS CENTER 1910 3RD AVE NORTH ROOM 201 BIRMINGHAM AL 35203-2376</div>			CODE <div style="border: 1px solid black; padding: 2px;">S0101A</div>		8. DELIVERY FOB <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule if other)</div>																																																													
9. CONTRACTOR <div style="border: 1px solid black; padding: 2px;">INTERNATIONAL ENTERPRISES INC 108 ALLEN ST TALLADEGA, AL. 35160-1399</div>			CODE <div style="border: 1px solid black; padding: 2px;">50218</div>		FACILITY <div style="border: 1px solid black; padding: 2px;"></div>		10. DELIVER TO FOB POINT BY (Date) (YYYYMMDD) <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>		11. X IF BUSINESS IS <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMAN-OWNED</div>																																																														
NAME AND ADDRESS <div style="border: 1px solid black; padding: 2px;">TYPE BUSINESS: Large Business Performing in U.S.</div>			12. DISCOUNT TERMS <div style="border: 1px solid black; padding: 2px;"></div>		13. MAIL INVOICES TO THE ADDRESS IN BLOCK <div style="border: 1px solid black; padding: 2px;">See Block 15</div>																																																																		
14. SHIP TO <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>			CODE <div style="border: 1px solid black; padding: 2px;"></div>		15. PAYMENT WILL BE MADE BY <div style="border: 1px solid black; padding: 2px;">DFAS COLUMBUS CENTER DFAS-CO/SOUTH ENTITLEMENT OPERATION P O BOX 182264 COLUMBUS OH 43218-2264</div>				CODE <div style="border: 1px solid black; padding: 2px;">HQ0338</div>		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2																																																												
16. TYPE OF ORDER <div style="border: 1px solid black; padding: 2px;">DELIVERY/ CALL PURCHASE <input checked="" type="checkbox"/></div>												THIS DELIVERY ORDER IS ISSUED ON ANOTHER GOVERNMENT AGENCY OR IN ACCORDANCE WITH AND SUBJECT TO TERMS AND CONDITIONS OF ABOVE NUMBERED CONTRACT. Reference your <input type="checkbox"/> Oral <input type="checkbox"/> Written Quotation _____, Dated _____. furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.																																																											
NAME OF CONTRACTOR _____												SIGNATURE _____												TYPED NAME AND TITLE _____												DATE SIGNED (YYYYMMDD) _____																																			
<input checked="" type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:																																																																							
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE</div>																																																																							
18. ITEM NO.												19. SCHEDULE OF SUPPLIES/SERVICE <div style="border: 1px solid black; padding: 2px;">SEE SCHEDULE CONTRACT TYPE: Firm-Fixed-Price KIND OF CONTRACT: Service Contracts</div>												20. QUANTITY ORDERED/ ACCEPTED*												21. UNIT												22. UNIT PRICE												23. AMOUNT											
* If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.												24. UNITED STATES OF AMERICA VICKI AHLGRIM /SIGNED/ AHLGRIMV@RIA.ARMY.MIL (309)782-3220 BY: _____ CONTRACTING/ORDERING OFFICER												25. TOTAL <div style="border: 1px solid black; padding: 2px;">\$93,912.00</div>												26. DIFFERENCES <div style="border: 1px solid black; padding: 2px;"></div>																																			
27a. QUANTITY IN COLUMN 20 HAS BEEN <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO CONTRACT EXCEPT AS NOTED</div>																																																																							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE																								c. DATE (YYYYMMDD)												d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE																																			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE																								28. SHIP. NO. <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>												29. D.O. VOUCHER NO.												30. INITIALS <div style="border: 1px solid black; padding: 2px;"></div>																							
f. TELEPHONE NUMBER												g. E-MAIL ADDRESS												31. PAYMENT <div style="border: 1px solid black; padding: 2px;"><input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL</div>												32. PAID BY												33. AMOUNT VERIFIED CORRECT FOR																							
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.																																				34. CHECK NUMBER																																			
a. DATE (YYYYMMDD)												b. SIGNATURE AND TITLE OF CERTIFYING OFFICER																								35. BILL OF LADING NO.																																			
37. RECEIVED AT												38. RECEIVED BY (Print)												39. DATE RECEIVED (YYYYMMDD)												40. TOTAL CONTAINERS												41. S/R ACCOUNT NUMBER												42. S/R VOUCHER NO.											

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 2 of 14
Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC		

SUPPLEMENTAL INFORMATION

<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
1 HQ, DA	NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES	JUL/1993
(a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.		
(b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.		
(c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for appropriate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.		

(End of Clause)

(AA7020)

2	52.201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI	APR/2002
a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.		
b. If you think that this solicitation: <div> 1. has inappropriate requirements; or 2. needs streamlining; or 3. should be changed </div>		
you should first contact the buyer or the Procurement Contracting Officer (PCO).		
c. The buyer's name, phone number and address are on the cover page of this solicitation.		
d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:		
U.S. Army TACOM-RI AMSTA-AQ-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3224 Electronic Mail Address: ombudsman@ria.army.mil		
e. If you contact the Ombudsman, please provide him with the following information: <div> (1) TACOM-RI solicitation number; (2) Name of PCO; (3) Problem description; (4) Summary of your discussions with the buyer/PCO. </div>		

(End of clause)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 3 of 14
Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC		

(AS7006)

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S) JUN/1998
TACOM-RI

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.215-4503 NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED FEB/2002
TACOM-RI

1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at <http://www.acq.osd.mil/pcipt/>).

2. In response to this mandate, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see <http://aais.ria.army.mil/aais/SOLINFO/index.htm>).

3. IMPORTANT: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.

4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI
(TACOM-RI 52.215-4510)

LS7013, Electronic Award Notice - TACOM-RI
(TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

5 52.233-4503 AMC-LEVEL PROTEST PROGRAM JUN/1998
TACOM-RI

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel
ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 4 of 14
Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC		

The AMC-level protest procedures are found at:

http://www.amc.army.mil/amc/cc/protest.html

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

(AS7010)

The purpose of this contract is to provide for the repair of 43 each Memory Modules in support of the PADS system. These items shall be repaired in accordance with the attached scope of work, FOB Origin. The total amount of this effort is \$93,912.00. The unit repair price of \$2,184.00 was negotiated for standard repair. Upon completion of diagnosis, if repair of the item is determined to be beyond standard repair, the contractor shall notify the Contracting Officer for instructions prior to repairing the item.

*** END OF NARRATIVE A 001 ***

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 5 of 14
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Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																																																												
	SUPPLIES OR SERVICES AND PRICES/COSTS																																																																
0001	SECURITY CLASS: Unclassified																																																																
0001AA	<p>REPAIR OF 64K MEMEORY MODULES</p> <p>NOUN: 64K MEMORY MODULE PRON: M14PC014M1 PRON AMD: 01 ACRN: AA AMS CD: 060015UPKV</p> <p>FOB: Origin</p> <p>(End of narrative B001)</p> <p>Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin</p> <p>Deliveries or Performance</p> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>001</td><td>10</td><td>30-JAN-2004</td></tr><tr><td></td><td>\$ 21,840.00</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>002</td><td>10</td><td>28-FEB-2004</td></tr><tr><td></td><td>\$ 21,840.00</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>003</td><td>10</td><td>30-MAR-2004</td></tr><tr><td></td><td>\$ 21,840.00</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>004</td><td>10</td><td>30-APR-2004</td></tr><tr><td></td><td>\$ 21,840.00</td><td></td></tr></table> <table><tr><td>DLVR SCH</td><td></td><td>PERF COMPL</td></tr><tr><td>REL CD</td><td>QUANTITY</td><td>DATE</td></tr><tr><td>005</td><td>3</td><td>30-MAY-2004</td></tr><tr><td></td><td>\$ 6,552.00</td><td></td></tr></table>	DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	001	10	30-JAN-2004		\$ 21,840.00		DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	002	10	28-FEB-2004		\$ 21,840.00		DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	003	10	30-MAR-2004		\$ 21,840.00		DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	004	10	30-APR-2004		\$ 21,840.00		DLVR SCH		PERF COMPL	REL CD	QUANTITY	DATE	005	3	30-MAY-2004		\$ 6,552.00		43	EA		\$ 93,912.00
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CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 6 of 14
Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC		

INSPECTION AND ACCEPTANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

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(FA7001)

Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC

CONTRACT ADMINISTRATION DATA

PRON/										JOB		ACCOUNTING		OBLIGATED	
LINE	AMS	CD/	OBLG							ORDER		STATION		AMOUNT	
<u>ITEM</u>	<u>MIPR</u>	<u>ACRN</u>	<u>STAT</u>	<u>ACCOUNTING CLASSIFICATION</u>						<u>NUMBER</u>		<u>STATION</u>		<u>AMOUNT</u>	
0001AA	M14PC014M1	AA	2	97	X4930AC9G	6D	2571	S11116				W52H09	\$	93,912.00	
	060015UPKV														
													TOTAL	\$	93,912.00
SERVICE										ACCOUNTING		OBLIGATED			
<u>NAME</u>	<u>TOTAL BY ACRN</u>		<u>ACCOUNTING CLASSIFICATION</u>							<u>STATION</u>		<u>STATION</u>		<u>AMOUNT</u>	
Army		AA	97	X4930AC9G	6D	2571	S11116			W52H09	\$	93,912.00			
													TOTAL	\$	93,912.00

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 8 of 14
Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC		

SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

6	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA - ALTERNATE III	MAY/2002
(a) Definitions	7 DRAFT CLAUSE	CONTRACTOR DEPLOYMENT ON MILITARY OPERATIONS	FEB/2003

As used in this Clause

- (1) Theater Support Contractors. Provides support to deployed operational forces pursuant to contracts arranged within the mission area of responsibility, or prearranged contracts through Host Nation (HN) and/or regional business and vendors. Contracting personnel deployed with the deployed force, working under the contracting authority of the theater or Joint Task Force (JTF) contracting chief, normally award and administers these contracts. Theater support contracts provide goods, services, and minor construction, usually from the local vendor base.
 - (2) External Support Contractors. Provides support for deployed operational forces working pursuant to contracts awarded under the command and procurement authority of supporting headquarters outside the theater. These may be US or third country businesses and vendors. These contracts are usually prearranged, but may be contracts awarded or modified during the mission based on the commanders' needs. Examples include the Army's Logistics Civil Augmentation Program (LOGCAP), the Air Force Civil Augmentation program (AFCAP), the Navy's Construction Capability (CONCAP), United States Transportation Command (USTRANSCOM) provision of Civil Reserve Air Fleet (CRAF), and war reserve materiel (WRM) contracts.
 - (3) System Contractors. Logistical support deployed with operational forces under prearranged contracts awarded by Service program managers or my Military Service component logistics commands. They support specific systems throughout their system's life cycle (including spare parts and maintenance), during peacetime, conflict, and war.
 - (4) Military Operations. The full spectrum of armed conflict and military operations other than war (MOOTW), both domestic and overseas, as directed by appropriate authority.
- (b) General.

- (1) This general guidance addresses the deployment of systems contractor personnel, and AMC external support contractor personnel, into a theater of operations in support of a contingency or exercise.
 - (2) The general guidance provided by this provision is not all-inclusive nor are all items required for all situations. Each contingency will evolve differently depending upon the theater commander's guidance impact on the deployments. The Contracting Officer may tailor these provisions as appropriate for individual contracts or task orders. The provisions of this clause shall apply unless tailored by the contracting Officer. The contractor is obligated to request any specific information needed at the time of deployment from the contracting officer.
- (c) Management.

- (1) When the performance of the contract requires the contractor to deploy personnel in support of a contingency, the contractor shall ensure that all personnel hired by or for the contractor (including subcontractors) will comply with all guidance, instructions, and general orders applicable to U.S. Armed Forces and DOD civilians as issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, force protection, and safety, unless directed otherwise in the contract document.
- (2) The contractor shall comply, and shall ensure that all deployed prime contract employees, subcontractor employees, invitees and agents comply with pertinent Service and Department of Defense directive, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Host Nation laws and existing Status of Forces Agreements

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 9 of 14
---------------------------	---	----------------------------

Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC

may take precedence over contract requirements. The contacting officer will resolve disputes. The contractor shall provide the contracting office copies, if requested, or any documents relating to the dispute.

(3) The contractor shall at all times be responsible for the conduct of its employees and those of its subcontractors and invitees.

(4) The Contractor shall promptly resolve, to the satisfaction of the contracting officer, all contractor employee performance and conduct problems identified by the cognizant contracting officer or his/her designated representative.

(5) The contracting officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

(d) Logistics Support Element. The contractor and contractor employees shall report into the Army Materiel Command Logistics Support Element (AMC LSE) and provide necessary information to the AMC LSE on the contractor's deployments and activities in the area of operation (AOR) to facilitate the AMC LSE logistics integration function. Initial contact and coordination with the AMC LSE shall be conducted prior to deployment into the theater. Similar coordination and reporting to the AMC LSE shall occur prior to exiting the area of operation. Any additional coordination requirements with the AMC LSE shall be as defined by the Contracting Officer or Contracting Officer Representative (COR).

(e) Risk Assessment and Mitigation.

(1) The contractor will brief its employees regarding the potential danger, stress, physical hardships and field living conditions.

(2) The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) The contractor will ensure that all deployable employees are medically and physically fit to endure the rigors of deployment in support of a military operation. If an employee is unable to perform, the contractor must replace the employee.

(4) If the contractor employee departs an area of operations without permission, the contractor will ensure continued performance in accordance with the terms and conditions of the contract. If the contractor replaces an employee who departs without permission, the replacement is at contractor expense and must be complete within 72 hours, unless otherwise directed by the contracting officer.

(5) The contractor will designate and provide contact information for a point of contact and back up for all its plans and operations and, if necessary, establish an operations center to plan and control the contractor deployment process and resolve operations issues with the deployed force.

(6) As required by the operational situation, the government may at its discretion relocate contractor personnel (who are citizens of the United States, aliens resident in the United States or third country national, not resident in the host nation) to a safe area or evacuate them from the area of operations. The U.S. State Department has responsibility for evacuation of non-essential personnel.

(f) Force Protection. While performing duties in accordance with (IAW) the terms and conditions of the contract, the Service Theater Commander will provide force protection to contractor employees commensurate with that given to Service/Agency (e.g. Army, Navy, Air Force, Marine Corps, DLA) civilians in the operations area unless otherwise stated in the contract.

(g) Central Processing and Departure Point.

(1) For any contractor employee determined by the government at the deployment-processing site to be non-deployable for debilitating health problems or failure to have a security clearance when one is required, the contractor shall promptly remedy the problem. If the problem cannot be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided in time for scheduled deployment.

(2) The contractor shall ensure that all deploying employees receive all required mission training and successfully complete the training.

(3) The government, when applicable, will provide the contractor employees with Chemical, Biological Nuclear, Radiological and High Yield Explosive (CBRNE) equipment. CBRNE familiarization training commensurate with the training provided to Department of Defense civilian employees.

(4) The contractor, when permitted by the Government, will have the flexibility to deploy its own employees. If authorization to deploy its own employees is provided, the contractor is responsible to ensure all deployment requirements are met, and shall ensure they have coordinated all deployment requirements with the Contracting Officer and the appropriate AMC LSE.

(h) Standard Identification Cards.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 10 of 14
Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC		

- (1) The contracting officer or designee shall identify to the contractor all identification cards and tags required for deployment,
 - (2) The contracting officer or designee shall issue or shall inform the contractor where the identification cards and tags are to be issued.
 - (3) The contracting officer or designee shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.
 - (4) The contractor shall ensure that all deploying individuals have the required identification tags and cards prior to deployment.
 - (5) Upon redeployment, the contractor will ensure that all issued controlled identification cards and tags are returned to the government.
 - (6) Upon arrival in theater contractor personnel may be required to obtain additional locally required identification cards. The government representative who has cognizance for these contractor personnel in theater will assist in the coordination of the issuance of these identification cards to contractor personnel.
- (i) Medical.
- (1) The contracting officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.
 - (2) The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.
 - (3) The government may require medical screening at the CONUS Replacement Center for Food and Drug Administration approved immunizations, which may include DNS sampling.
 - (4) For any deployed contractor employee determined by the government to be medically unfit, the contractor shall promptly remedy the problem. If the problem cannot be remedied, a replacement having equivalent qualifications and skills shall be provided as determined by the contracting officer.
 - (5) The government at its discretion may provide to contract employees deployed in the theater of operations, on a cost reimbursable basis, emergency medical and dental care commensurate with the care provided to Department of Defense civilians deployed in the theater of operations. This is subject to the availability of such medical and dental care. The providing of such care does not include local nationals under normal circumstances.
 - (6) Deploying civilian contractor personnel shall carry with them a minimum of a 90-day supply of any medication they require.
- (j) Clothing and Equipment Issue.
- (1) Contractor personnel accompanying the force are not authorized to wear military clothing, except for specific items required for safety and security. An individual's status as a contractor employee shall be conspicuously displayed on their clothing unless prohibited for operational reasons.
 - (2) If required, the government at its discretion may provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE may include Nuclear, Biological, Chemical. Radiological, and High yield Explosive Equipment).
 - (3) Upon receipt of OCIE, the contractor shall assume responsibility and accountability for these items.
 - (4) The contractor or contractor employee shall sign for all issued OCIE, thus acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued organizational clothing and individual equipment.
 - (5) The contractor shall ensure that all OCIE are returned to the government, along with all pertinent documentation demonstrating the return of issued OCIE to government control.
 - (6) The contracting officer will require the contractor to reimburse the government for OCIE lost or damaged due to contractor negligence.
- (k) Weapons and Training.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 11 of 14
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Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC

(1) Whether contractor personnel will be permitted to carry a government furnished weapon for self-defense purposes in the Area of Operations (AO) is at the discretion of the Theater Commander. However, Contractor personnel will not possess personally owned firearms in the AO. The government may at its discretion issue weapons and ammunition for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees. If accepted the contractor will maintain a listing of employees possessing a government firearm and provide notification to the Contracting Officer. When accepted, the contractor employee is responsible for using the weapon in accordance with the rules of engagement issued by the Theater Commander. The contractor employee is legally liable for any use that is not in accordance with host nation law, international law, and the rules of engagement. Also, when accepted, only military issued ammunition may be used in the weapons.

(2) Prior to issuing any weapons to contractor employees, the government will provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees. The contractor shall not issue weapons to employees who have not had proper training.

(3) The contractor shall ensure that its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use safety, and accountability of weapons and ammunition, and shall comply with all related DOD regulations.

(4) Upon deployment or notification by the government, the contractor shall ensure that all government issued weapons and ammunition are returned to government control.

(5) Contractors will screen employees, and subcontractors, to ensure that employees may be issued a weapon in accordance with U.S. and applicable host nation laws. Evidence of screening will be presented to the contracting officer.

(l) Vehicle and Equipment Operation.

(1) The contractor shall ensure that deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the statement of work.

(2) Before operating any military owned or leased equipment, the contractor employee shall provide proof of license (issued by an appropriate governmental authority) to the unit or agency issuing the equipment.

(3) The government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

(4) All contractor owned motor vehicles shall meet required vehicle requirements within the AOR and be maintained in a safe operating condition and good appearance. All contractor owned motor vehicles used for transporting Government property shall be properly equipped and designed to ensure protection of the property. All contractor owned motor vehicles may, at the PCO direction, be required to conspicuously display the contractor's logo and/or name on both sides of the vehicle.

(m) Passports, Visas and Customs.

(1) The contractor is responsible for obtaining all passports, visas, or other documents necessary for contractor employees to enter and/or exit any area(s).

(2) Depending on the Status of Forces Agreement (SOFA) or other international agreements, all contractor employees may be subject to the customs, processing procedures, laws, agreements and duties of the country in which they are deploying t and the procedures, laws and duties of the United States upon re-entry. Contractor shall verify and comply with all requirements.

(3) Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

(n) Reception, Staging, Onward Movement and Integration.

(1) Upon arrival in the area of operations, contractor employees will receive Reception, Staging, Onward movement and Integration, as directed by the contracting officer or his/her designated representative, the AMC-Forward, or Theater Commander.

(2) The contractor should be prepared to move material and equipment using U.S. government transportation and comply with applicable transportation regulations, such as MILSTAMP for safety, packaging, and tie-down.

(o) Living under Field Conditions. The government at its discretion may provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to government employees and military personnel in the theater of operations, unless otherwise specified in the contract.

(p) Morale, Welfare, Recreation. The government will, when approved by the installation or Theater Commander and consistent with the authorization, terms and conditions specified elsewhere in the contract, provide to contractor employees deployed in the theater of operations; morale, welfare, and recreation services commensurate with that provided to Department of Defense civilians and military

<p>CONTINUATION SHEET</p>	<p>Reference No. of Document Being Continued</p> <p>PIIN/SIIN DAAE20-03-P-0558 MOD/AMD</p>	<p>Page 12 of 14</p>
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Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC

personnel deployed in the theater of operations. Some of these services may be limited to U. S. personnel only.

(q) Status of Forces Agreement and other Laws.

(1) Notwithstanding any provision to the contrary, the contractor shall adhere to all relevant provisions of the applicable Status of Forces Agreements (SOFA) and other similarly related agreements, and all applicable laws.

(2) The contractor is responsible for documenting technical expert status (for Germany) as required. The contractor shall coordinate with the German Labor Office prior to deployment to or traversing Germany.

(3) The contractor is responsible for providing the government with the required documentation to acquire invited contractor or technical expert status, if required by SOFA.

(r) Pay. In the event the contractor must pay additional compensation above that contemplated under the contract, to retain or obtain personnel to perform in a theater or operations during a declared contingency, the contractor must obtain prior approval from the Procurement Contracting Officer (PCO) before incurring any additional compensation costs. The contractor shall furnish proper data to the PCO to substantiate any adjustment to the contract.

(s) Tour of Duty/Hours of Work.

(1) The contracting officer shall provide the contractor with the anticipated duration of the deployment.

(2) The contractor may rotate contractor employees into and out of the theater provided there is no degradation in mission results. For employees who have deployed less than 179 days, the contractor may rotate personnel at his own expense, for employees who have deployed greater than 179 days may be rotated as an allowable cost under the contract. The contractor will coordinate personnel changes with the contracting officer.

(3) The contracting officer shall provide the contractor with anticipated work schedules.

(4) The contractor shall comply with all duty hours and tours of duty identified by the contracting officer or his/her designated representative.

(5) The contracting officer, or his/her designated representative, may modify the work schedule to ensure the government's ability to continue to execute its mission.

(t) On-Call Duty or Extended Hours.

(1) The contractor shall be available to work extended hours to perform mission essential tasks as directed by the contracting officer.

(2) The contractor shall be available to work "on-call" to perform mission essential tasks as directed by the contracting officer.

(3) The contracting officer, or his/her designated representative, will identify the parameters of "on-call" duty.

(4) If appropriate, the contracting officer may negotiate an equitable adjustment to the contract.

(u) Workman's Compensation, Health and Life Insurance. The contractor shall ensure that worker's compensation insurance under the Defense Base Act is consistent with FAR clauses 52.228-3 and 52.228-4. The contractor shall ensure that health and life insurance benefits provided to its deploying employees are in effect in the theater of operations.

(v) Next of Kin Notification. Before deployment, the contractor shall ensure that each contractor employee completed a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated government official.

(w) Return Procedures.

(1) Upon notification to the contractor of redeployment, the contracting officer at his/her discretion may authorize contractor employee travel from the theater of operations to the designated CONUS Replacement Center (CRC) or individual redeployment site.

(2) The contractor shall ensure that all government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to government control upon completion of the deployment.

(3) The contractor shall provide the contracting officer with documentation, annotated by the receiving government official, of all clothing and equipment returns.

(x) Purchasing Resources. When the Theater Commander establishes a Commander-in-Chief Logistics Procurement Support Board (CLPSB),

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 13 of 14
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Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC

Joint Acquisition Review Board, or similar purchase review committee, the contractor will be required to coordinate purchases of items or labor designated as limited in the Theater of Operations. The Contractor shall not purchase any local procures item until the contractors have reviewed the Contracting Support Plan (CSP) issued by the Theater PARC for items that are restricted by the Theater Commander for mission success.

(y) Special legal. Public Law 106-523. Military Extraterritorial Jurisdiction Act of 2000: Amended Title 18, US Code, to establish Federal Jurisdiction over certain criminal offenses committed outside the United States by persons employed by or accompanying the Armed Forces, or by members of the Armed Forces who are released or separated from active duty prior to being identified and prosecuted for the commission of such offenses, and for other purposes applies to contractor employees deployed OCONUS.

(z) Security and Background Checks. The Contractor shall ensure all applicable security and backgrounds are performed on all personnel (to include subcontractor personnel) in support of this contract.

(End of Clause)

HD7013

8	52.247-4545	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
	TACOM-RI		

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding? ____ YES ____ NO

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTRACT CLAUSES

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/> or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAE20-03-P-0558 MOD/AMD	Page 14 of 14
Name of Offeror or Contractor: INTERNATIONAL ENTERPRISES INC		

(IA7001)

9	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
10	52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB/1999
11	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
12	52.249-4	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES)(SHORT FORM)	APR/1984
13	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
	DFARS		
14	252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
	DFARS		
15	252.242-7000	POSTAWARD CONFERENCE	DEC/1991
	DFARS		
16	252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
	DFARS		
17	52.213-4	TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)	OCT/2003

Paragraph (b)(1)(viii) is deleted from this clause.

Information to be inserted in Paragraph (c):

<http://www.arnet.gov/far/>

or

www.acq.osd.mil/dp/dars

(IF8001)

18	52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT	OCT/1997
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Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

19	52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES	APR/1984
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(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of clause)

(IF7016)